

EXHIBIT A

Ogletree Deakins

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December 31, 2020

Via E-Mail & First-Class Mail

Deborah L. Gordon
c/o Deborah Gordon Law
33 Bloomfield Hills Parkway, Suite 220
Bloomfield Hills, MI 48304

**Re: *Amir Kaki and Mahir Elder v. Tenet, et al.*
JAMS Reference No. 1345001383**

Dear Ms. Gordon:

Please accept my clients' concerns regarding the maintenance of the confidentiality of the specific terms of the arbitration, consistent with the terms of the agreements between Claimants and DMC entities, JAMS Comprehensive Arbitration Rules, state and federal statutes relating to arbitration and confidentiality of peer review information, and the Medical Staff Bylaws themselves regarding fair hearing process. While we consider the possibility of the resolution of this matter, we expect that the rules will be followed, to the extent possible, and observed during our negotiations.

The nature and terms of existence of an award must be maintained as confidential. The language of the contracts under which the matter was initially subjected to the arbitration process requires the parties to maintain the confidentiality of the arbitration. JAMS Comprehensive Rules Rule 26a pre-supposes that confidentiality be maintained during the enforcement of the award.

Additionally, the detailed and complex nature of the case and Justice Kelly's rationale apparently supporting that decision includes information that is statutorily protected from public disclosure by Michigan statutes regarding peer review information, HIPPA provisions, and specifically information that is protected by the DMC Medical Staff Bylaws themselves (revealing information about the Fair Hearing process) (Article XII, Section 4(D)).

The confidentiality of any award must be preserved even in the courts. 29 U.S.C. 657 provides for the submitting of that portion of any award under seal. (See also Local Rule 26.4.)

Tenet is committed to negotiating in good faith a resolution in light of Justice Kelly's award. However, it must be done consistent with the JAMS rules and the court rules regarding the arbitration process. I sincerely appreciate your consideration of my clients' concerns and we look

Deborah Gordon, Esq.
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forward to continuing our negotiations to finally resolve this matter in the most equitable and efficient manner.

Sincerely,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, PLLC

A handwritten signature in dark ink, appearing to read 'T. R. Paxton', written in a cursive style.

Thomas R. Paxton

TRP/met

cc Elizabeth A. Marzotto-Taylor
Jaclyn E. Culler
Benjamin Jeffers

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